

REQUEST FOR PROPOSALS - SCOPE OF SERVICES

NORTH GRAFTON TRANSIT VILLAGE MASTER PLAN PROJECT

GRAFTON, MASSACHUSETTS

June 2016

A.) INTRODUCTION

The Town of Grafton, Massachusetts (the “Town”) seeks a qualified consulting firm (the “Consultant”) to work with the Town to develop a North Grafton Transit Village Master Plan for the area surrounding the Grafton Commuter Rail Station in North Grafton (the “Plan”). The Plan will address various elements related to future development and re-development activities within the project area, including historic preservation, environmental concerns (e.g., water resources, open space, and habitat preservation), recreation, residential and economic development, and design. The Plan will be developed using various planning techniques, including community workshops, “visioning”, consensus building, data collection and analysis, and mapping.

This Request for Proposals also includes an alternative option for a Worcester Street Village Concept Plan. Respondents are requested to include a response for the alternative option as summarized in Section F.

B.) PROJECT PURPOSE

The Town of Grafton is using funding provided through the Community Compact initiative and the PATH (Planning Assistance Through Housing) Grant Program to develop a North Grafton Transit Village Master Plan that will examine the opportunities for a mixed use village, focused on the commuter rail station, of land held in private and state ownership.

In its 2001 Master Plan, the Town of Grafton identified the area surrounding the Grafton Commuter Rail Station as a “transportation Village” indicating the opportunities of the area due to the commuter rail station, proximity to major transportation corridors, business development potential of the adjacent Grafton Science Park and Centech Park, and the adjacent Cummings School of Veterinary Medicine.

Funding will allow the Town to retain a consultant to examine the development potential along Route 30 and the parcels identified in the Project Area Map. The consultant will assess existing conditions, identify existing and future infrastructure capacities and improvements, identify natural constraints, with a key focus on identifying development potential for the project area. The consultant will also consider employment projections associated with development potential at the Grafton Science Park and Centech Park. The consultant will engage town residents and officials in public meetings to solicit input to develop a vision for the project area. The end result will be a plan that includes the

above mentioned topics, develops visuals illustrating development scenarios within the project area, and provides recommendations for infrastructure improvements, zoning bylaw development, and securing land for development.

C.) PROJECT AREA

The project study area is located along Route 30 and centered on the intersection of Pine Street and Route 30 (see Attachment A for a map of the project area). Land in this vicinity was originally part of the Grafton State Hospital, which was later divided and is now the campus of Tufts Veterinary School, US Jobs Corp, Grafton Science Park, and the Department of Youth Services. A portion of the State's land was also sold to a residential developer on the west side of Institute Road is also in the project area.

The area is served by town water. Sewer is available in the eastern portion of the project area and at the western edge of the project area, which will be extended by the developer of a 48 unit subdivision to serve the land along the western edge of Institute Road. The extension of sewer will also allow for the commercial portion of the property on the western corner of Route 30 and Institute Road. While the developer has proposed a traditional subdivision, he has indicated his willingness to work with the Town to consider developing his land as a mixed use project. The extension of the sewer will also allow for providing sewer to nearby parcels and the state parcel on the eastern corner of Route 30 and Institute Road for development.

D.) PROJECT TASKS

The project is comprised of the tasks listed below. However, in their proposal the Consultant shall recommend to the Town any modifications to the following scope which may further the project purpose and goals described above. Due to the wide range and varied nature of the issues and subject matter, a team approach is strongly recommended.

Collaboration is strongly encouraged in order to conduct informative community workshops and produce a comprehensive and effective Plan document. In addition, use of online resources and social media will be an important component for this project and should be incorporated into the proposal.

Task 1. Conduct project “kick-off” meeting.

The Consultant will conduct a meeting in Grafton with the Planning Department staff and other key project participants. The purpose of the meeting will be to review, and if necessary refine, the Project scope. Tentative dates and format for the community workshops will be discussed. Staff and participants will visit the project area with the Consultant to provide an overview of the area and answer questions.

Task 2. Inventory of significant cultural, historical, environmental and recreational resources or “assets” within the project area.

Existing Documents

A preliminary inventory of significant assets within the project area will be developed. This inventory will be developed in a spreadsheet/database format. At a minimum, the following existing sources will be used to develop the inventory:

- **Grafton Science Park Master Plan**
- **2013 Affordable Housing Plan**
- **2012 495/MetroWest Development Compact Plan**
- **2007 Grafton Open Space and Recreation Plan**
- **2001 Grafton Comprehensive Plan**

Meet with Relevant Boards/Committees and Others

In developing the preliminary inventory, meetings will be conducted with several Town boards and committees, as well as other local groups, in order to verify data and contribute additional information relevant to the community workshop presentations. Meetings will be conducted with, at a minimum, the following groups:

Board of Selectmen, Planning Board; Conservation Commission; Economic Development Committee (including Tufts and WBDC); Grafton Land Trust; Grafton Water District; Grafton Sewer Department; Affordable Housing Trust; State Officials; and land owners.

Meetings should be consolidated between various Boards, Departments, and interested parties.

Task 3. Identify goals and “vision” of the residents and other participants with respect to future development and re-development within the portion of Grafton surrounding the commuter rail station.

Organize and schedule community planning workshop or “charrette”.

- Develop maps/graphics of inventory data and other types of visual aids to assist with facilitating discussion during the workshop.

The Consultant will prepare the initial inventory as established in the preceding Step. Supportive maps and graphics will be developed for the visioning workshop/ charrette. The format, content and number maps to be used in the community workshops will be discussed in advance of Task 3. In addition, the Consultant shall prepare other types of visual aids (e.g., photographs, display boards, additional maps, etc.) to effectively present the resources/”assets” to the community and facilitate discussion.

- Conduct community planning workshop or “charette”.

One (1) workshop will be conducted as part of this Task. The presentations/discussions will be organized around themes (affordable housing, recreational/open space, land use, infrastructure, economic development, etc.)

The purpose/format of the workshops is as follows:

- Present known information regarding existing assets (brief overview – allow participants time to view posters, maps, pictures, etc.); Also, identify and review relevant sections of existing Town-wide Comprehensive Plan, and Open Space & Recreation Plan.
- A build out potential based on available infrastructure, natural constraints, market conditions and economic viability.
- Collect and/or document, if necessary, additional data for the inventory of assets developed in Task 2; *(It is anticipated that during the workshop that additional “assets” will be identified, and the initial inventory developed in the preceding Step will be revised accordingly.)*
- Identify a “vision” and a preliminary list of goals for achieving the vision.

The workshop schedule should be designed to allow adequate time for each of the items noted in the above list. It is anticipated that the workshop will be conducted in the evening and last approximately 2 – 2 ½ hours.

Grafton Planning Department staff will assist the Consultant with preparing for the workshops by making personnel available to perform the following: prepare public notices for the meetings; scheduling/arranging meeting locations (facilities); copying/distributing notices for meetings; and (if possible) arrange for videotaping of workshops with copy of tape to be provided to the Consultant. Planning Department staff, as well as other key project participants, will also assist with the presentations during the workshop. The details regarding such shall be determined by the Town and Consultant as part of Task 1.

Task 4. Develop a shared “vision” and goals.

The Consultant will prepare a detailed analysis of the “vision” and goals of the residents, local Boards and Committees, and other project participants with a vested interest in the future development of this part of Grafton. The analysis should identify similarities and differences between these groups. Using this information, a shared “vision” and goals among all project participants shall be developed.

Task 5. Identify opportunities and development potential that exist within the project area.

Using the inventory of resources/“assets”, as well as the shared “vision” and goals (developed in Task 4), the Consultant shall identify opportunities and development potential of the project area. The Master Plan will consist of maps and other graphics, as well as a written document, and shall consider the following themes:

- **Environment**
 - landscapes
 - open space management
 - habitat preservation and linkage
 - Passive/Active recreation
 - other
- **Economic Development**
 - new and re-development (e.g., mixed use, types of businesses, size/scale of development)
 - re-use of abandoned/vacant properties
 - revitalization of existing businesses and business parks
 - identify potential/desired areas for such activity
- **Residential Development**
 - alternative housing (mixed use, apartments, multifamily.)
 - existing and potential opportunities for affordable housing
 - identify potential/desired areas for such activity including density and scale
- **Design**
 - Reuse historic structures
 - streetscapes,
 - façade/design guidelines, etc.

In developing opportunities and development potential, the Consultant shall use the goals and recommendations of the existing *Comprehensive Plan* and *Open Space & Recreation Plan*, and input from the public workshop as a guide.

Task 6. Conduct second community workshop to present and discuss data and information developed to date.

The Consultant shall conduct a second community workshop to present the following:

- inventory of “assets” (as revised by the previous community workshop);

- analysis (including similarities and differences) of the “vision” and goals of the residents, Boards and Commissions, and other project participants;
- the shared “vision” and goals of the project participants (developed in Task 4);
- opportunities within the project area, including the maps and graphics developed in Task 5;
- preliminary set of recommendations/action items for implementing the goals and achieving the “shared vision”.

At least two (2) weeks prior to conducting the workshop, the Consultant shall submit to the Town a “draft” copy of the Plan document that includes the above items. The draft document shall be submitted in both hardcopy and electronic format. The purpose of the final workshop will be to review and discuss the draft Plan contents, and to identify revisions and/or corrections.

Task 7. Develop a final framework (Plan) document, including an “Implementation” Section with recommendations and action items for achieving the “vision” and goals identified.

The Consultant shall prepare a final Plan document that accomplishes the following, as described within the preceding Steps:

- documents the shared “vision” and goals of the project participants;
- catalogues the data generated and collected during the preceding steps;
- identifies and lists the opportunities for the project area;
- documents findings and presents the results of analyses conducted, including analysis of vision/goals of the various project participants;
- identifies specific actions and/or recommendations for achieving the “vision” and goals. Also, identifies Town boards/departments and/or other groups responsible for specific recommendations and provides time-frames for completing each task;
- establishes an implementation plan by setting forth guidelines for monitoring the goals identified, as well as managing the short- and long-term implementation of the actions/recommendations included in the Plan;
- recommends short and long-range priorities with respect to action items and Plan implementation;
- provides estimates of the costs for implementing recommendations and action items;

- identifies potential funding sources (including grant opportunities) to facilitate implementation of the plan and the various actions/recommendations;
- provides explanations and recommendations regarding policies and/or financial management tools (e.g., development partnerships, financing, etc.) for implementing the Plan;

The document will also include an illustrative Master Plan map, as well as other maps, photographs and any other material relevant to furthering the purpose of the Plan, as explained within this Project Scope.

Task 8. Presentation of Plan to Town

The Consultant shall conduct a final presentation of the Plan to the Town. The format of the presentation will be determined by the Planning staff and Consultant prior to completing the final Plan document (Task 7). It is anticipated that this presentation will last approximately 1 - 1 ½ hours.

E.) PROJECT DELIVERABLES

Twenty (20) bound copies, and one (1) unbound copy, of the completed Plan document shall be delivered to the Town. The Plan document, including all inventories, databases, maps, and other media developed under this Scope of Work, shall become the property of the Town of Grafton. Two (2) sets of all illustrative maps, display boards/posters, photographs, etc., used in conjunction with completing this Project shall also be delivered to the Town at the time of submitting the final Plan document. One (1) electronic copy of the Plan and all other data, graphics and media developed under this Scope of Services shall also be delivered to the Town on CD/USB Stick (in both MS-Word and .pdf format) in order to facilitate reproduction of the document by the Town and publication on the Town of Grafton (and possibly others) website.

F.) PROJECT BUDGET AND ALTERNATIVE OPTION

The Town has established a budget for the project of \$25,000. The final budget is contingent on receiving requested funding through the PATH program. In addition to the Project as identified above, the Town is considering an Alternative Option to the Project as follows:

Alternative - Worcester Street Mixed Use Village Concept Plan: The Town requests respondents to this RFP develop and alternative to be included with the North Grafton Transit Village Master Plan response. The budget for the alternative is \$10,000 and is dependent on full funding through the PATH program.

Alternative Summary: The properties of 215 Worcester Street and 1 Hawthorn Road are on the market for sale. The properties are provided with structures that support a mixture of uses such as residential, retail, restraint, office, and personal services. The structures are out

of code compliance and as a result of a recent fire, a portion is occupied. Given the mixed use nature of the property and its prominence at the western entrance to the town, the Town of Grafton is seeking to develop a village concept plan for the two properties and adjacent properties in order to develop a plan for redevelopment and for enacting zoning bylaws to implement the plan. See Attachment B for the project area.

The Worcester Street Mixed Use Village Concept Plan will examine the development potential for the properties in the project area for mixed use development that encourages a mixture of residential and non-residential uses, is pedestrian accessible, and fits into the surrounding 1950's neighborhood, while serving as a gate way to Grafton. The Plan will inventory existing conditions, existing zoning revisions, develop concept plans based on community input on scale and density, and recommendations for zoning amendments to implement the village concept plan.

The Alternative will undertake the Tasks as indicated above with the following additions:

Task 1: Add site visit to project area following “kick-off” meeting.

Task 2: Incorporate meetings for Worcester Street Village Concept Plan with meetings held with relevant Boards for North Grafton Transit Village Master Plan. Prepare survey o solicit input from participants and for release to the public in advance of or as part of Task 3.

Task 3: Hold a separate meeting/ “charrette” for the Worcester Street Village Concept Plan. Amend sub-tasks as necessary.

Task 4: Develop and detail vision for Worcester Street Village Concept Plan.

Task 5: Develop Concept Plan detailing development potential, design of structures, streetscape, open space/ landscaped areas.

Task 6, 7, and 8: Tasks can be merged to present final report. Draft materials are to be reviewed by staff and relevant town officials prior to final presentation of report.

G.) PROJECT SCHEDULE

All services required under this Scope of Services shall be completed within nine (9) months from the date the Town issues a “Notice to Proceed” to the Consultant. In their proposal, the Consultant shall outline a schedule for completing each task.

G.) PROPOSAL SUBMISSION REQUIREMENTS

1. Technical Proposal

For consideration, eight (8) copies of the technical proposal shall be submitted in an envelope with the Consultant's name and marked:

**North Grafton Transit Village
Master Plan Project**

Technical Proposal

And shall contain the following:

- i. A description of the firm's qualifications, including details of previous projects of this type.
- ii. The resumes of professional personnel who will be working on the project. The manager or professional who will be responsible for planning, coordinating, and conducting the majority of the work must be identified and committed to this project.
- iii. A list of potential sub-consultants proposed to assist the principal consultant. This list shall include the sub-consultant's qualifications pertinent to this project.
- iv. Client reference list with full contact information for clients for similar projects.
- v. Estimated time line for completion of project.
- vi. A narrative description of the scope of work which substantiates the firm's understanding of the project and its objectives for the principle project and the alternative option..

2. Price Proposal

Two (2) copies of the price proposal shall be submitted in an envelope with the Consultant's name and marked:

**North Grafton Transit Village
Master Plan Project**

Price Proposal

And shall contain the following:

- i. Lump sum and direct cost breakdown of payment schedule for completion of the project.
- ii. Schedule of professional fees on an hourly basis.
- iii. Completed/signed copies of the Statement of Tax Compliance/Non-Collusion and Certificate of Vote.

All proposals shall be delivered to:

**Grafton Board of Selectmen Office
30 Providence Road
Grafton, MA 01519**

Proposals must be received at the above location **no later than 4:00 PM, July 14, 2016.**

All proposals shall remain firm for a period of sixty (60) days.

A sample contract is attached as Attachment C.

H.) REVIEW / EVALUATION OF PROPOSALS

1. Minimum Evaluation Criteria

In order to be considered for selection, the Consultant must meet the following minimum criteria:

- a. Completion of a similar or comparable project for another municipality.
- b. Demonstrated expertise in the technical and professional background required by this project.
- c. Submission of all required information specified herein.

2. Comparative Evaluation Criteria

All proposals that meet the minimum qualifications will be further evaluated on the basis of the following comparative criteria:

- a. Completion of master plans / visioning projects for projects of similar nature and encompassing areas of comparable size.
- b. Experience with the following: general community planning and development; comprehensive/master planning and implementation; conducting community/public workshops; consensus building; preparing maps and other graphics for presentation; and, drafting zoning bylaws and regulations.
- c. Experience/background in the planning topics (themes) to be addressed in the Plan, as required under the Scope of Services;
- d. Demonstrated ability to produce work of highest quality, to complete projects on schedule and within budget.
- e. Qualifications, experience, and involvement of the Consultant's team, including sub-consultants, in relation to successfully completed project of similar nature.
- f. Overall quality and depth of proposal.

The Town will review all technical proposals based solely on the evaluation criteria.

I.) QUESTIONS

Questions regarding this Request for Proposals shall be submitted in writing on or before June 24, 2016, to:

Joseph Laydon, Town Planner
30 Providence Road
Grafton, MA 01519

Or by email at planningdept@graffton-ma.gov

Responses to questions submitted will be forwarded to all firms receiving this Request for Proposals.

STATEMENT OF TAX COMPLIANCE/NON COLLUSION

As required under Chapter 233 and 701 of the Massachusetts Acts and Resolves of 1993, all bidders certify to the following, by signing this page in the space indicated below:

1. The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word person shall mean any natural business or legal entity.
2. Pursuant to M.G.L. C62C S49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state and federal tax returns and paid all state taxes required under law.

Social Security Number or Federal Tax Identification Number of

Bidder:_____

Date:_____

Name of Company:_____

Business Address:_____

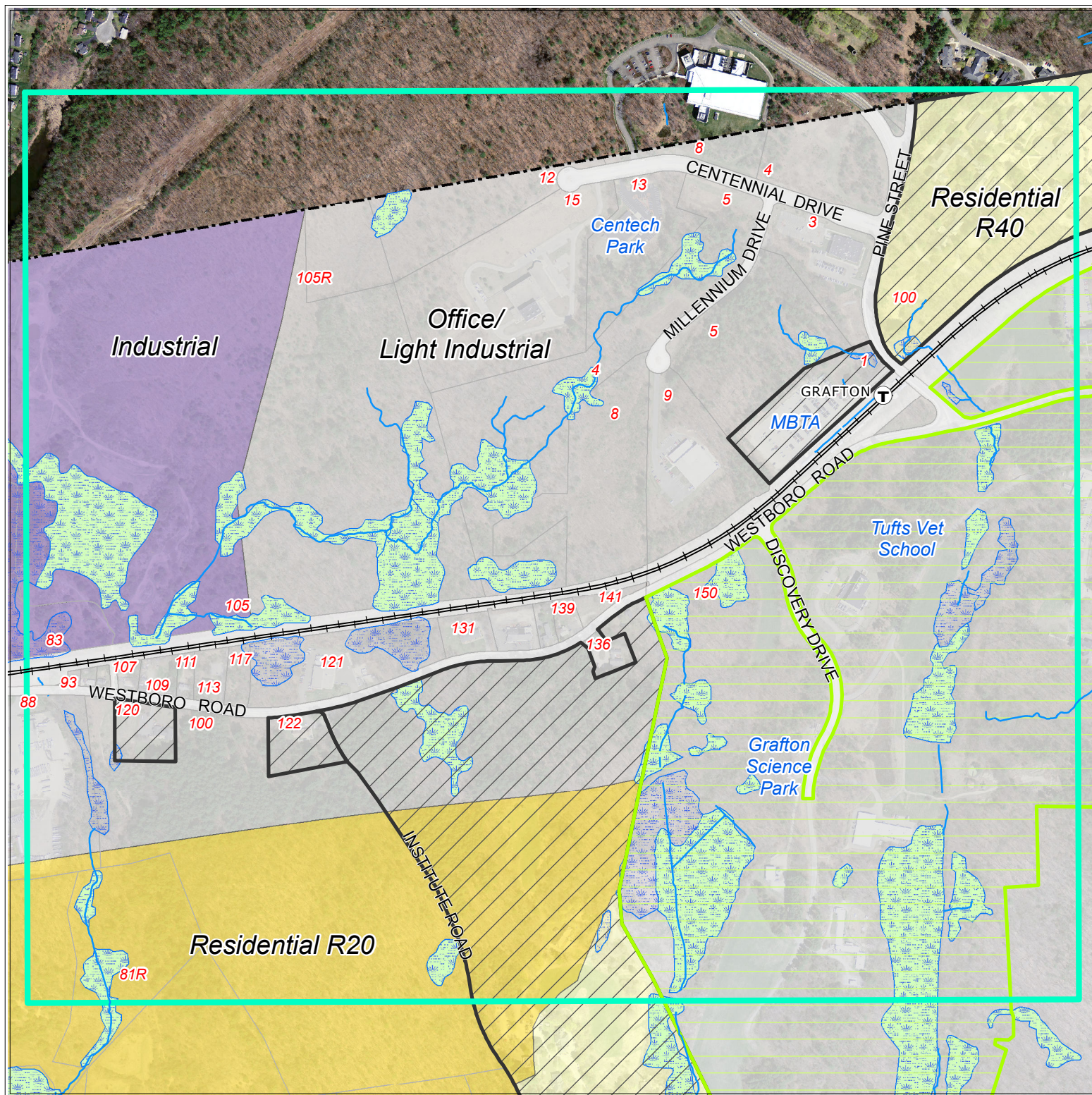
Authorized Signature:_____

Title:_____

ATTACHMENT A

North Grafton Transit Village Master Plan Project Area

NORTH GRAFTON TRANSIT VILLAGE MASTER PLAN PROJECT AREA



- | | | |
|---|--|--|
| —+— Railroad | Project Area | State Owned Parcels |
| DEP Wetlands (on map) | | |
| Marsh/Bog | Residential (R40) | |
| Wooded marsh | Residential (R20) | |
| Open Water | Office/Light Industrial | |
| | Industrial | |



0 0.05 0.1 0.2 Miles



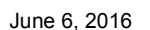
AppGeo

June 6, 2016

ATTACHMENT B

Worcester Street Village Concept Plan Project Area

This is an aerial map of a city area, likely for zoning or planning purposes. The map shows several streets and land parcels. A large parcel, located roughly in the center-right, is outlined in red and filled with diagonal hatching. This parcel is divided into several smaller sections, some of which are numbered in red (e.g., 215, 213, 1, 3, 5, 7, 11, 29, 13, 15, 31, 28, 26, 4, 6, 8). Other parcels are also numbered in red throughout the map (e.g., 218, 220, 212, 214, 209, 221, 217, 1, 3, 10, 12, 16, 18, 11, 29, 13, 15, 31, 28, 26, 4, 6, 8). The map is divided into three main zones, each labeled with text: 'Office/ Light Industrial' in the top left, 'Community Business' in the top right, and 'Residential R20' in the bottom left. Streets shown include Donahue Lane (Pvt), Worcester Street, Amherst Street, Williams Road, and Hawthorn Road. A large body of water is visible in the top left corner.



ATTACHMENT C

Sample Contract

TOWN OF GRAFTON

STATE CONTRACT # (if applicable) _____

DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

["Contractor"]

[Contact Name for Responsible Person]

[Address of the Contractor]

[Telephone Number]

[FAX Number]

[email address]

1. This is a Contract for the procurement of the following:

(Describe the work to be performed)

2. The Contract price to be paid to the Contractor by the Town is:

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$_____ as more fully set forth in the Contractor Documents.

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before _____, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly

stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority

of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per

person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Chairman, Board of Selectmen

Signature

Date

Print Name & Title

Certified as to Form:

Town Counsel

Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant

Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
_____, authorized signatory for
name of signatory
_____, whose
name of contractor
principal place of business is at
_____,
_____ does hereby certify under the pains and penalties of
perjury that _____ has
name of contractor
paid all Massachusetts taxes and has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding
and remitting child support.
